

EFFICIENCY MAINE ELECTRIC VEHICLE ACCELERATOR

EV PURCHASER AGREEMENT (DEALER PURCHASE PATHWAY)

Efficiency Maine Trust (Efficiency Maine) has established the Electric Vehicle Accelerator Program (the “EV Accelerator” or “Program”) to provide certain financial incentives aimed at increasing the sale and usage of qualifying Battery Electric Vehicles (BEVs) and Plug-in Hybrid Vehicles (PHEVs) (collectively, “EVs”) in Maine. The EV purchaser or lessee (the “EV Purchaser”) identified below wishes to participate in the Program in accordance with the terms of this Agreement and the EV Accelerator Program Manual, which terms are expressly incorporated herein, and understands that acknowledgement, execution, and delivery of this EV Purchaser Agreement is a condition to Program participation and the receipt of any Program benefits. Capitalized terms used herein shall have the same meanings as ascribed to such terms in the Program Manual.

In consideration of participation in the Program and the receipt of any Program benefits, the EV Purchaser certifies and agrees as follows:

1. EV Purchaser certifies it is either (i) an individual Maine resident at least 18 years of age with a current Maine driver’s license (may not be a temporary license), (ii) a business entity or nonprofit entity in good standing, authorized to do business in the State of Maine, and having an office in the State of Maine, (iii) a Maine Governmental Entity, as defined in the Program Manual; or (iv) a Tribal Government located in the State of Maine, as defined in the Program Manual.
2. EV Purchaser certifies that the EV is being purchased or leased from a car dealer participating in the Program (a “Participating Dealer”) and is a new Eligible EV that will be titled, registered, located, and used in the State of Maine, or, in the case of qualifying low-income purchasers, that the EV is a new or used Eligible EV that will be titled, registered, located, and used in the State of Maine.
3. EV Purchaser acknowledges that, subject to compliance with all Program terms and conditions and the provision of all required information, the applicable EV rebate amount will be applied by the Participating Dealer as a price adjustment to the final purchase price or total lease payment negotiated between EV Purchaser and the Participating Dealer. EV Purchaser acknowledges that it will not receive direct payment of any rebate for an EV purchased or leased from a Participating Dealer and expressly authorizes payment of the applicable EV rebate amount by Efficiency Maine to the Participating Dealer in recognition of the corresponding price adjustment credited to EV Purchaser. EV Purchaser authorizes the Participating Dealer to make a Program rebate application for EV Purchaser’s purchase or lease transaction and to disclose such information as Efficiency Maine may require to process a Program rebate.
4. EV Purchaser certifies that the Participating Dealer has disclosed the applicable EV rebate amount available under the Program for the EV being purchased or leased and that the applicable EV rebate amount has been accurately listed as a price adjustment to the final price in the sales or lease agreement between EV Purchaser and the Participating Dealer.
5. Qualified Low-Income Maine Residents, Maine Governmental Entities, Tribal Governments and Eligible Non-Profits must receive written validation of eligibility from Efficiency Maine prior to the purchase or lease of an Eligible EV in order to receive credit for the applicable enhanced rebate amount. The person or entity identified as a Qualified Low-Income Maine Resident, Maine Governmental Entity, Tribal Government or Eligible Non-Profit in a pre-approval or validation of eligibility from Efficiency Maine must be the same person or entity that purchases or leases and registers the Eligible EV.
6. EV Purchaser certifies that it will retain ownership of the EV, whether through purchase or lease, for a minimum of thirty-six (36) months from the date of purchase or lease.
7. EV purchaser agrees to register the vehicle in the State of Maine promptly after finalizing the EV purchase or lease transaction and to maintain registration of the EV in the State of Maine for a minimum of thirty-six (36) months from the date of purchase or lease. EV Purchaser acknowledges that if the EV is leased, the original lease term must be for a period of at least thirty-six (36) months.
8. EV Purchaser acknowledges and agrees that if an EV for which a Program rebate was credited or received is sold, traded, or otherwise transferred by EV Purchaser prior to the expiration of the required thirty-six (36) month ownership period, if a representation by EV Purchaser in connection with

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participation in the Program is untrue, or if EV Purchaser otherwise fails to comply with the terms and conditions of the Program or this Agreement, EV Purchaser may be required to repay to Efficiency Maine the full amount of the original rebate, plus attorney fees and costs of collection. This requirement may be waived if the EV Purchaser purchases or leases another Eligible EV in Maine in place of the original EV within the 36-month period having the same or higher all-electric range as the original EV for which a rebate was provided. EV Purchaser shall advise Efficiency Maine promptly of any sale, transfer, or lease termination prior to expiration of the 36-month period.

9. EV Purchaser agrees to reimburse the Participating Dealer the full value of the rebate if it is discovered that EV Purchaser provided false or materially inaccurate information resulting in denial of the Program rebate.

10. EV Purchaser agrees not to make or allow to be made any modifications to the EV's emission control system, hardware, software calibrations, hybrid system or electric drive system, except as may be required or recommend by the manufacturer for vehicle maintenance.

11. EV Purchaser agrees to provide all such information and to complete and submit all such forms and documentation as may be required by Efficiency Maine for Program participation. EV Purchaser agrees to participate in Efficiency Maine surveys and utilization reviews to assist Efficiency Maine in gathering and analyzing information to evaluate the effects and the effectiveness of the Program. EV Purchaser agrees to allow Efficiency Maine or its authorized agents to verify vehicle identification number (VIN), title, and registration information, verify vehicle location, ownership, and usage information, and to conduct such other Program compliance audits as Efficiency Maine may require. EV Purchaser agrees to participate in such compliance reviews and audits as may be required by Efficiency Maine.

12. EV Purchaser authorizes Efficiency Maine to access, review and analyze Purchaser's electric utility data in connection with Efficiency Maine's evaluation of Program effectiveness and outcomes.

13. EV Purchaser acknowledges that its participation in the Program and receipt of Program benefits may be a matter of public record and subject to public disclosure as required or permitted by law.

14. EV Purchaser agrees that any emission reductions generated by the purchased or leased EV will not be used by EV Purchaser as marketable emission reductions credits, to offset any emission reduction obligation of any person or entity, or to generate a compliance extension or other credit for determining regulatory compliance.

15. EV Purchaser acknowledges that neither Efficiency Maine nor any of its agents is responsible for assuring that the particular vehicle selected by EV Purchaser is appropriate for the EV Purchaser or its intended use, or that it complies with any particular laws, codes, or industry standards. EV Purchaser is solely responsible for the selection of the EV. Inclusion of an EV on Efficiency Maine's list of eligible electric vehicles does not constitute an endorsement or warranty. Efficiency Maine disclaims all representations and warranties as to any EV and makes no representations of any kind regarding the results to be achieved by the Program. EV Purchaser hereby releases Efficiency Maine from any claims arising from or relating to participation in the Program or use of the EV.

16. Though the Program is titled as a rebate program, it is intended as an incentive to encourage the purchase or lease of an eligible electric vehicle over an internal combustion engine powered vehicle, or for the purchase or lease of an electric vehicle with greater efficiency than other models. EV Purchaser acknowledges that purchase or lease of an EV does not automatically entitle EV Purchaser to a Program rebate and no express property right is created by this Program. Efficiency Maine reserves the right to discontinue the Program or make changes to Program terms and conditions at any time as permitted by law. Program administration is subject to the then-current terms of the Program Manual in effect at the time of the vehicle transaction. EV Purchaser should consult www.efficiencymaine.com to view the Program Manual in effect at the time of the vehicle transaction.

17. EV Purchaser acknowledges that Efficiency Maine is an intended beneficiary of this Agreement and that Efficiency Maine reserves the right to enforce this Agreement and to exercise all available rights and remedies in the event of EV Purchaser's breach of this Agreement.

18. The EV rebate is intended as a point of sale purchase price adjustment facilitated through the Participating Dealer. EV Purchaser should consult with its tax advisor to determine if the EV rebate amount may be treated as taxable income. Efficiency Maine makes no representation as to the tax treatment of the EV rebate.

19. EV Purchaser acknowledges that it has read and understands the terms and conditions of this Agreement and the applicable Program Manual and agrees to be bound hereby.

If the EV Purchaser is an individual:

Name of EV Purchaser: _____

Date: _____

Signature of EV Purchaser: _____

Email of EV Purchaser: _____

EV Purchaser's Current Maine Driver's License No. (May not be a temporary license):

Maine address where the vehicle will be garaged/located: _____

If the EV Purchaser is a business or non-profit entity:

Business Name: _____

Date: _____

State of Incorporation or Organization: _____

Taxpayer/Employer Identification Number: _____

Address of Principal Office in Maine:

Maine address where the vehicle will be garaged/located: _____

Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Email of Authorized Representative: _____

If the EV Purchaser is a Governmental Entity or Tribal Government:

Government Entity Name: _____

Date: _____

Address of Principal Office: _____

Maine address where the vehicle will be garaged/located: _____

Name and Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Email of Authorized Representative: _____